

A. G. Contract No. KR921918TRN  
ECS File: JPA 92-80  
Project: G 1050 21C  
Section: Construct Scenic View Rd.

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF PAGE

THIS AGREEMENT is entered into 9 September, 1992,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
CITY OF PAGE, acting by and through its CITY COUNCIL (the  
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The City is empowered by Arizona Revised Statutes  
Section 41-1513 and 28-1895 et seq to enter into this agreement  
and has by resolution, a copy of which is attached hereto and  
made a part hereof, resolved to enter into this agreement and  
has authorized the undersigned to execute this agreement on  
behalf of the City.

3. The City has requested Economic Strength Project (ESP)  
funds in the amount of \$91,046.00; the Arizona Department of  
Commerce and the Economic Development Commission have  
recommended the approval of such funds for the City, and the  
Transportation Board has approved the funding, for the  
construction of approximately 370 feet of Scenic View Road to  
provide improved access to a new theatre, and aid in the  
retention and development of local business, hereinafter  
referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:

NO.	<u>17067</u>
FILED WITH SECRETARY OF STATE	
Date Filed	<u>09/09/92</u>
	<u>Richard Mahoney</u>
	Secretary of State
By	<u>Wm. J. Groenewold</u>

## II. SCOPE

### 1. The City will:

a. Insure the commitment of a minimum of \$503,592.00 funds to the Project and related improvements. Upon completion, accept the Project on behalf of the City and provide maintenance.

b. Invoice the State for ESP funds (Arizona Department of Transportation, ATTN: Director, Transportation Planning Division, 206 S. 17th Avenue, Room 300 B, Phoenix, AZ 85007), in the amount of \$91,046.00.

c. Provide the State a copy of the executed Project contract(s). Substantially draw down and expend the ESP funds within six (6) months after the effective date of this agreement. Provide the State written reports of all ESP fund expenditures, supported by invoices, receipts or other suitable documentation, and a final accounting report no later than thirty (30) days after ESP funds are fully expended. Reimburse the State any funds received under this agreement which are expended and subsequently disallowed by the State.

d. Provide the State (Arizona Department of Commerce, ATTN: Assistant Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85004) with quarterly Project status reports, and one year after completion of the Project, a written Economic Impact Report outlining the impact of the Project, to include jobs created, jobs retained and related data.

### 2. The State will:

a. Within thirty (30) days after receipt and approval of the contract(s) and invoice, advance the City ESP funds in the amount of \$91,046.00.

## III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the Project is to convey economic strength pass through funds for the use and benefit of the City by reason of state law under which funds for the Project are authorized to be expended.

2. The City agrees to indemnify and save harmless the State, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

3. The total amount of State funds expended under this agreement shall not exceed ninety (90) percent of the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these ESP funds not be expended, a proportionate amount of the State funds provided under this agreement shall be reimbursed to the State.

4. This agreement shall remain in force and effect until completion of said Project and subsequent reports; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of construction, upon thirty (30) days written notice to the other party.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Room 222E Mail Drop 616E  
Phoenix, AZ 85007


City of Page  
City Manager  
PO Box HH  
Page, AZ 86040

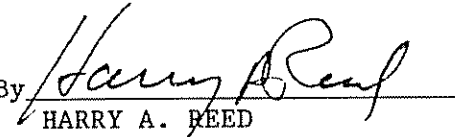
10. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

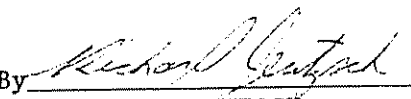
CITY OF PAGE

STATE OF ARIZONA  
Department of Transportation

By   
GARY SCARAMAZZO  
Mayor

By   
HARRY A. REED  
Director, Transportation  
Planning Division

RECOMMENDED

By   
RICHARD JENTZSCH  
Ass't to City Manager

ATTEST:

By   
KAYE FINDLAY  
City Clerk

RESOLUTION

BE IT RESOLVED on this 28th day of July 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with the City of Page for the purpose of conveying Economic Strength Development funds to the Town for construction of Scenie View Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.

  
For CHARLES E. COWAN  
Director

CERTIFICATION

State of Arizona           )  
County of Coconino       ss  
City of Page             )

I, Kaye Findlay, City Clerk of the City of Page do  
hereby certify that this is a true and accurate copy of  
the Minutes of the Page City Council Meeting of August 27,  
1992, Page Five (5).

ATTACHED: Page City Council Meeting Minutes of August 27,  
1992, Page Five (5).

ATTEST:

Kaye Findlay  
Kaye Findlay, City Clerk

DEPARTMENTS: (cont)

Ranking of Projects  
Proposed by Citizens  
and Staff for CDBG  
Funding

Motion by Councilwoman Gleave and seconded by Councilwoman Neuburger to move the proposed projects presented by Staff be submitted to the Arizona Department of Commerce for CDBG funding under the Regional Accounts, Regional Account Backup and State Special Projects.

Clark Jaques, City Grants Writer, stated that two (2) Public Hearings were held to garner citizen input regarding direction to take for use of CDBG Funds. Listed below are the projects being proposed for 1993:

1. Administration	\$ 41,652.00
2. Additional Curbs, Gutters & Sidewalks in PLPMHV. Manson/Marble Loop	\$ 95,000.00
3. Removal of Architectural Barriers	
(a) Handicapped Compliance List City Hall, Justice Building and Clinic	\$ 30,000.00
(b) Handicapped Access Ramps	\$ 64,751.00
Total for Primary Regional Account Application	<hr/> \$231,403.00

4. Additional Curbs, Gutters & Sidewalks in PLPMHV. Maverick Loop 1993 RA Backup and SSP Application	\$186,586.00
5. Planning for Lake Powell Project, Impact on Low/Mod Housing	\$ 44,000.00

Mayor Scaramazzo called for the vote. Motion carried by unanimous vote.

ADOT Economic  
Strength Project  
Grant Agreement  
JPA 92-80

Motion by Councilwoman Neuburger and seconded by Councilman Woods to approve the Intergovernmental Agreement (JPA 92-80) between the State of Arizona and the City of Page and to authorize Mayor Scaramazzo to sign same for the Economic Strength Project Grant. Motion carried by unanimous vote.

CLAIMS:

Page-Lake Powell  
Chamber of Commerce/  
July, 1992 Billing/  
\$775.00

Motion by Councilwoman Gleave and seconded by Councilman Woods to approve payment of the claim to the Page-Lake Powell Chamber of Commerce for their July, 1992 billing in the amount of \$775.00. Motion carried by unanimous vote.

JPA 92-80

APPROVAL OF THE PAGE CITY ATTORNEY

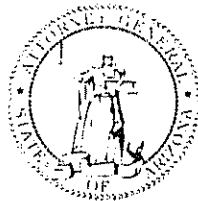
*I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF PAGE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.*

DATED this 11<sup>th</sup> day of August, 1992.

A handwritten signature in black ink, appearing to read "Dan W. [unclear]", written over a horizontal line.

*Town Attorney*





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR91-1918-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 4<sup>th</sup> day of September, 1992.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

7738G/09